



## Rules and Regulations Handbook

### Introduction

It is the intent of the management of Vitale Aquatic & Tennis to limit these rules and regulations to the minimum required for mutual enjoyment of the facility by all of its members. These policies and rules are designed to ensure proper and safe operation of the facility and to provide wholesome recreation for members.

The obligation of enforcing these rules and regulations is placed in the hands of the carefully selected and trained staff whose principal responsibility is to assure you of all the courtesies, comforts and services possible. It is further the duty of members to know the rules and regulations and to cooperate with the management and staff in their enforcement.

Vitale Aquatic & Tennis is committed to improving the quality of its facility as influenced by membership growth and prudent business judgement. ***This facility is independently owned and operated by the Vitale Family.***

***The information, rules and regulations contained in this booklet may be changed periodically as deemed necessary by management. Notification of changes will be made by electronic communication.***

Your cooperation with these rules and regulations is appreciated. For more information, please contact management.

## APPLICATION FOR MEMBERSHIP REGISTRATION

All applications for membership registration must be made on the requisite form supplied by the club or as provided on the website. Each registration application shall include the name of the applicant, address, required family and business information, and an indicated form of dues payment.

Registration applications are reviewed for completion and verification of information in the order they are received by the Vitale Aquatic & Tennis's Membership Coordinator.

Registration application must be accompanied by the initiation fee for the membership chosen and a credit/debit card to be stored on file. If application is not approved by administration, the initiation fee or any payment made will be refunded.

Membership does in no way confer any ownership or liability to Vitale Aquatic & Tennis's property or assets. By joining as VAT members, it is understood that there are inherent risks in the use of the facility and by participating in any and all functions/events by its nature. Each member assumes those risks for themselves and their family.

Members further agree to inform any and all guests about the rules and regulations and that there are inherent risks in the use of the facility and participating in any and all functions/events or using facility equipment or fixtures by their nature and each guest assumes those risks for themselves.

*Memberships are by household (same address) and immediate family only!*

Immediate is defined as:

- Spouse or partner of applicant
- Unmarried minor children of applicant
- Minor children of applicant's spouse/partner, if residing in the household of applicant
- Unmarried children under the age of 23 and are residents of the applicant's household
- Grandmother and/or grandfather residing in the household of the applicant

If individuals do not fit within these guidelines, then a separate membership must be obtained or these individuals are subject to guest policies.

## MEMBERSHIP TYPES AND CLASSES

### Types

**Full Membership:** Includes access to clubhouse, pool, tennis courts and Yoga Den. Includes special member pricing for all programming offered by Vitale Aquatic & Tennis. Other amenities included are members only open swim and reservation of court time with no court fees\*

**Aquatics Membership:** Includes access to clubhouse and pool only. Special member pricing for all aquatic programming as well as other special programming. Members only open swim.

There is no access to tennis court reservation and no discount for tennis programming fees or Yoga fees.

**Tennis Membership:** Includes access to clubhouse and tennis courts only. Special member pricing for all tennis programming as well as other special programming. Members only court reservation with no additional court fees\* There is no access to the swimming pool and no discount for aquatics programming or Yoga fees.

**Yoga Membership:** Includes access to the clubhouse and the yoga den. Special member pricing for yoga classes. There is no access to the pool or tennis courts.

**Youth:** Available to those ages 13-17 who are not part of a family membership. Discounted pricing

*\*No court fee for first 60 minutes for singles or first 90 minutes for doubles. If additional playing time at the conclusion of your reservation is desired and the court is available, a \$10 court fee will be assessed for an additional half hour of playing time per person. This fee will be added to your online account and charged to your method of payment on file or cash may be paid at the front desk.*

### Classes

**Family:** Consists of 2 or more people who reside in the same household.

**Individual:** Privileges for one person only.

**Senior:** Available to those 65 and older as an individual or family. 5 % discount off membership fees.

**Military:** Available to those active duty or retired members who serve or have served our country. 10 % discount off membership fees.

**Resident of Ledyard:** Ledyard residents will be offered a resident rate on membership levels.

If a member of multiple classes, the higher discount prevails. There is no combining of discounts.

### INITIATION FEES, DUES, PAYMENTS AND CHARGES

The initiation fee should be paid by cash, check or credit/debit card and should accompany the membership registration application. The initiation fee is a one-time fee as long as your dues stay current. Initiation fees are NON-TRANSFERABLE.

Vitale Aquatic & Tennis utilizes a secure electronic payment system. The VAT prefers membership dues to be paid automatically by credit/debit card or electronic funds transfer. If a member prefers not to utilize the automatic payment system, a \$10 per month transaction fee

is assessed to the monthly membership dues. However, a valid credit/debit card still must remain on file.

In the event that a cash or check payment is not received for monthly membership dues on the same business day due, the credit/debit card on file will be charged for the monthly payment the next business day in addition to a late fee of \$30.

If payment is not received or check payment is returned for non-sufficient funds, and the secured credit/debit card is charged, the monthly membership dues must be paid by cash or credit/debit card from that point forward. If your account has not been updated or if The VAT is unable to process your credit/debit card payment, then the membership will be cancelled and an administrative fee of \$50.00 in addition to a late fee of \$30.00 will be imposed to reinstate the membership once a valid form of payment is secured. If the membership is cancelled for more than one month, then a rejoining fee must be paid for the membership to be re-instated.

There shall be no involuntary assessments of any kind or character ever levied against the membership. All dues will be billed through The Vitale Aquatic & Tennis billing system.

\*There will be a \$35 charge on all returned checks or declined electronic drafts charges and the membership may be terminated.

Management reserves the right to raise the initiation fees and/or dues at its sole discretion to ensure the success and viability of the facility. Members will be notified via electronic communication of any such increases and these increases will go into effect on your yearly anniversary date.

#### RESPONSIBIITY OF MEMBERSHIP

All members must agree to pay Vitale Aquatic & Tennis the Initiation Fee together with any applicable sales tax, or other taxes, and the membership dues, including taxes, for the category of membership selected. Members have an obligation to keep a valid, approved credit/debit card on file with Vitale Aquatic & Tennis at all times. Any and all dues, fees and charges will be charged to the credit/debit card on file if not paid in cash or check and the member is personally responsible for all amounts that are not paid by the credit card company. With submission of a membership registration application and under the terms of membership, a member authorizes any and all charges incurred on their account with Vitale Aquatic & Tennis to be charged to the credit card on file. The member certifies that the given card is issued to the member and the member agrees that all disputes on the credit card account relating to Vitale Aquatic & Tennis will be promptly brought to The VAT's attention. With the membership registration application, the member acknowledges and authorizes that any and all charges for 12 consecutive months, incurred on their account with Vitale Aquatic & Tennis will continue to be charged, regardless of cancellation of membership. In the event that a member cancels their membership prior to the 12-month anniversary date of their contract, the remaining dues, applicable sales tax and any other unpaid fees, will be charged to the

credit/debit card on file as a lump sum payment. Any unpaid amounts due that cannot be obtained will be referred to a collection agency.

All dues are non-refundable. Monthly dues will be automatically billed to

Visa/MasterCard/Discover/American Express on file unless the year's dues are paid in full.

Membership is automatically renewed unless a written letter of termination is received 30 days prior to yearly renewal.

### MEMBERSHIP CARDS

Each member will receive a membership card upon joining the facility. Vitale Aquatic & Tennis also utilizes the MemberMe+ app for barcode scanning, program enrollment and online account management. Upon entering the facility, and prior to utilizing any area of Vitale Aquatic & Tennis, the membership card must be presented. Members should always have their cards on them when utilizing the facility.

Should a member lose the card, management must be contacted for a new card to be issued for facility access. There will be a \$10 charge for all replacement cards.

### UPGRADES

Upgrading a membership is changing from one membership category to one of a higher classification. The member assumes payment for the difference in the amount originally paid to join the facility, in addition to appropriate dues payment for the higher classification.

### DOWNGRADES

Downgrading a membership is changing from one membership category to one of a lower classification. No refund will be given to dues already paid or initiation fees.

### DIVORCE OR SEPARATION

Membership may be continued as a family until the anniversary date.

To retain a membership after divorce or separation, the person with custody of the children maintains the family membership. The person without custody applies for an individual membership to The VAT at no additional initiation fee. If no children are involved, then both parties retain individual membership, with no additional initiation fees.

### TERMINATION OF MEMBERSHIP

Termination of Vitale Aquatic & Tennis membership shall result in the loss of the right to utilize the facilities and participate in Vitale Aquatic & Tennis events.

- Membership to Vitale Aquatic & Tennis is a yearly contract. A member can end their membership by submitting a written resignation to facility management, however, remaining yearly dues, applicable sales tax and any unpaid fees will be charged to the

credit/debit card on file. Any unpaid amounts due that cannot be obtained will be referred to a collection agency.

### SUSPENSION/EXPULSION

- Any member who is delinquent in payment of their VAT account, guilty of any violation of facility rules, or has conduct deemed detrimental to others and/or The VAT, may be suspended or expelled from the facility by management at its sole discretion. No refunds will be given and remaining yearly dues, applicable sales tax and any unpaid fees will be charged to the credit/debit card on file. Any unpaid amounts due that cannot be obtained will be referred to a collection agency.

### GUESTS

All individuals who do not meet the immediate family requirements for membership must abide by these guest policies.

- Any guest must be accompanied by a member of Vitale Aquatic & Tennis.
- Members of Vitale Aquatic & Tennis who have the Full Membership option are allowed 5 free guest passes per membership year. Guest passes for any other membership level are \$10 per person per visit, limit of 5 per year to that particular membership.
- Guests are required to abide by all rules and regulations set forth by Vitale Aquatic & Tennis and will be required to sign a guest waiver.
- Any damages incurred by a member's guest will be charged to the member's credit card on file.

### CLUB RULES

#### Facility Rules

- To utilize the facility, member's dues must be in good standing.
- Management has the right to ask any person whom they consider unruly or intoxicated to leave the premises.
- **No alcohol or tobacco use of any kind (including vaping) or any recreation drug use is permitted on Vitale Aquatic & Tennis property.**
- Vitale Aquatic & Tennis is not responsible for lost or stolen articles.
- Gender appropriate bathrooms must be used for anyone over the age of 5 years old.
- Members are responsible for informing their guests of all facility rules.
- Shirts, pants or shorts and shoes are required upon entrance to the facility.
- Bathing suit coverups are required in the lobby/waiting room.
- Members and/or guests are not permitted to bring alcoholic beverages onto Vitale Aquatic & Tennis property. Management reserves the right to inspect personal coolers when members enter the facility.
- Unsupervised children under the age of 8 years old are not permitted in the clubhouse.

- No horseplay on the premises of Vitale Aquatic & Tennis. In addition, no running on the premises of Vitale Aquatic & Tennis except in designated areas.
- No water guns permitted anywhere on Vitale Aquatic & Tennis property.
- Overly obvious public displays of affection are not appropriate anywhere on facility property. Members and guests are asked to respect others and remember that Vitale Aquatic & Tennis is a family-oriented facility.
- No animals allowed on Vitale Aquatic & Tennis property. Exceptions will be made for guide dogs only.
- Vitale Aquatic & Tennis is not responsible for any member or guest who leaves the limits of The VAT's property and trespasses into the abutting properties.
- Persons entering the property after closing time will be trespassing and subject to arrest.
- Management reserves the right to ask anyone who is not obeying facility rules to leave the property.

#### Parking Lot Rules

- Drive slowly and cautiously through the parking lot. Speed limit is 5 miles per hour.
- Please park in designated spaces. Do not park around curbs or fire zones.
- No long-term parking is permitted. Violators will be towed at owner's expense.
- Vitale Aquatic & Tennis is not responsible for lost or stolen bikes, or scooters and encourages them to be locked up. Please do not bring bikes, scooters, or any other wheeled mode of transport on the pool deck or tennis courts except in the case of medical necessity.

#### Clubhouse Rules

- Member use may be limited for the purpose of Vitale Aquatic & Tennis events.
- Please dry off before entering.
- For private use, members must rent out the clubhouse.

For the health and safety of all members, Vitale Aquatic & Tennis has outlined rules for proper pool use. These rules must be followed to allow maximum enjoyment for all members.

#### Pool Rules

- Members must sign in and register any guests prior to swimming. Membership cards must be presented.
- Membership cards are not allowed to be loaned or given to anyone for use. Management reserves the right to terminate membership for misuse of membership.
- Guests must be signed in by accompanying member and must leave when that member leaves.
- Guests must be aware and accept that there are inherent risks with use of the facility and it's attractions. Members must explain this to their guests prior to arrival at the facility and guests must understand that entrance and usage of the facility in no way confers ownership or liability to the club, its staff, or its owners.
- Children under the age of 13 must be accompanied by a parent or person over 18 years of age.

- Children using floatation devices must be accompanied by a parent or guardian over 18 years of age. Floatation devices such as floaties or bubble belt must be approved by the lifeguard on duty.
- Children under the age of 8 must be closely supervised by an accompanying adult.
- Children wearing diapers must have swimming diapers on. Management reserves the right to ask for a child to be removed from the water if they are not wearing proper swim diapers.
- Proper bathing suits are required for swimming. No cut offs, thong bathing suits or sports bras and spandex shorts allowed.
- **Absolutely no deck changing, including behind towels or blankets.**
- Please shower before entering the pool area.
- Games/exercising that require prolonged underwater swimming are not allowed. Swimmers are not allowed to practice holding their breath and swimming for extended periods. Swimmers who fail to follow these rules will be asked to leave the pool.
- No diving or flips off the side in any area of the pool.
- No glass containers of any kind are permitted on the pool deck.
- No food allowed on the pool deck or in the pool. Food can be eaten on the outside of the pool fence at designated picnic areas.
- **Persons with skin disorders or communicable diseases may be denied use of the pool due to the health and safety of the public.**
- Adult swim is for persons 18 years or older.
- During adult swim all children under the age of 5 must be supervised by another parent or guardian. Children are not allowed to sit on the side of the pool while their parent or guardian is swimming.
- No rafts or any other floatation devices, except those approved by the lifeguard on duty, are permitted.
- No running or horseplay on the pool deck.
- No water guns permitted within the pool deck area.
- No playing or cutting through lap lanes; these lanes are for lap swim only.
- Kickboards are for use as swimming aids and/or swimming instruction; no standing, sitting, or horse playing allowed.
- The pool furniture is not to be removed from its location on the pool deck.
- Please refrain from talking to the lifeguards while they are on duty unless a specific question or concern arises.
- Lawful, lifeguard instructions must be observed at all times by members and guests for maximum safety.
- Management has the right and responsibility to close the pool when deemed necessary for safety measures or for group events.
- Pool hours are subject to change or closure by management's discretion. If no one has been at the pool for two (2) hours before the schedule closing time, management reserves the right to close the pool.



### Fecal Contamination Policy

In the case of fecal/vomitus matter in the swimming pool, the pool will close following policies outlined by the State of Connecticut Health Department for solid fecal, vomit and/or loose fecal matter.

### Weather Policy

For the safety of members, Vitale Aquatic & Tennis follows American Red Cross guidelines for thunder and lightning. From the time staff hears thunder or sees lightening, the pool will be cleared for 30 minutes. In the case of lightning, the pool deck must be cleared due to the danger of a strike.

In the case of consistent inclement weather, management will make the decision to close the pool on 2 hour increments to accommodate the ever changing weather patterns. If the weather improves, then the pool will reopen. Pool closing and/or opening times will be placed on the website.

Rain passes will be issued in the case of inclement weather if the guest signed in less than one hour prior to closure times. Inclement weather(rain, thunder, lightning) must be present and result in closure for a rain pass to be issued. Guest fees had to be previously paid for a rain pass to be issued.

### Tennis Rules

- Proper tennis attire, including shirts and appropriate tennis shoes, shall be worn at all times.
- Courtesy and consideration of players should be observed at all times. Proper tennis etiquette should be followed, including not walking across or behind the court when play is in progress.
- Children not playing tennis are not permitted on or around the courts. Children to play around the courts.
- Play is allowed until management closes the courts due to darkness.
- No leaning or sitting on court nets allowed.
- No food or glass containers permitted on courts.
- No bicycles, skates, scooters or strollers permitted on the courts.
- Pets are not permitted on the courts.
- Vitale Aquatic and Tennis's Tennis Pro has first priority on courts.
- To reserve a court, players must sign up through the Member and me app or call the front desk. Please do not leave reservations on the answering machine.
- Reservations may be made for 60 minutes for singles play and 90 minutes for doubles play. Reservations are forfeited if play does not begin within 15 minutes of the scheduled start time.
- Dragging the court and sweeping the lines is required to be completed within the allotted time of play and before leaving the court.
- Please clean up all belongings before leaving the courts.

